

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

RICHARD H. BLUM, M.D.,

Plaintiff,

V.

CASE NO. 2:20-cv-05423-SRC-CLW

POSITIVE PHYSICIANS INSURANCE
COMPANY, JOHN DOES 1-5, and JANE
DOES 1-5, FICITIOUS NAMES WHOSE
PRESENT IDENTITIES ARE UNKNOWN,

ANSWER TO COUNTERCLAIM

Defendants.

Plaintiff, Richard H. Blum, M.D. (hereinafter “Dr. Blum”) by and through his attorneys,
Brach Eichler L.L.C., hereby answers Positive Physicians Insurance Company’s (“PPIC”) Counterclaim as follows:

1. No allegations are contained in this paragraph.
2. Admitted.
3. Admitted as to what PPIC seeks, denied that PPIC is entitled to same.
4. Admitted as to what PPIC seeks, denied that PPIC is entitled to same.
5. Admitted this court possesses subject matter jurisdiction of the Complaint

and Counterclaim.

6. Admitted.
7. Dr. Blum leaves PPIC to its proofs.
8. Admitted.

9. Dr. Blum reiterates all prior responses to PPIC's Counterclaim as if fully set forth herein.

10. Admitted.

11. Admitted as to what the malpractice lawsuit alleges. Denied that those allegations are true.

12. Admitted.

13. Denied.

14. Admitted as to what is contained in the document but Denied it was sent to PPIC.

15. Dr. Blum reiterates all prior responses to PPIC's Counterclaim as if fully set forth herein.

16. Admitted.

17. Admitted.

18. Admitted.

19. Admitted.

20. Admitted.

21. Admitted.

22. Admitted.

23. Admitted.

24. Dr. Blum reiterates all prior responses to PPIC's Counterclaim as if fully set forth herein.

25. Denied.

26. Denied.

27. Denied.
28. Denied.
29. Denied.
30. Denied.
31. Dr. Blum leaves PPIC to its proofs.
32. Dr. Blum leaves PPIC to its proofs.
33. Denied.
34. Denied.
35. Denied.
36. Dr. Blum reiterates all prior responses to PPIC's Counterclaim as if fully set forth herein.
37. Admitted as to what PPIC seeks, denied that PPIC is entitled to same.
38. Admitted.
39. Admitted.
40. Admitted.
41. Denied.
42. Denied.
43. Denied.
44. Denied.
45. Denied.
46. Denied.
47. Denied.
48. Denied.

49. Denied.

50. Denied.

WHEREFORE, Dr. Blum demands dismissal of the Counterclaim in its entirety, together with an award for attorneys' fees and costs associated with defense of the Counterclaim, and further seeks all other relief both in law and equity that this Court deems just, to include a determination of law in favor of Dr. Blum.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

PPIC fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Dr. Blum complied with all of his obligations under all applicable regulations and/or statutes.

THIRD AFFIRMATIVE DEFENSE

PPIC is barred from recovery against Dr. Blum to the extent the doctrines of waiver, estoppel, laches and/or release apply.

FOURTH AFFIRMATIVE DEFENSE

PPIC's claims are barred, in whole or in part, by the doctrine of unclean hands.

FIFTH AFFIRMATIVE DEFENSE

PPIC is not entitled to recovery as it has sustained no harm by reason of Dr. Blum's actions.

SIXTH AFFIRMATIVE DEFENSE

Dr. Blum has committed no wrong against PPIC.

SEVENTH AFFIRMATIVE DEFENSE

PPIC breached the insurance contract between the Parties.

EIGHTH AFFIRMATIVE DEFENSE

Dr. Blum reserves the right to plead additional defenses or causes of action that may be discerned through discovery.

BRACH EICHLER L.L.C.

By: s/ Anthony M. Juliano, Esq.

Keith J. Roberts

Anthony M. Juliano

101 Eisenhower Parkway

Roseland, New Jersey 07068

Telephone No. (973) 228-5700

Attorneys for Plaintiff, Richard H. Blum, M.D.

Dated: October 14, 2020